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Rockport Granite Co. (Mass.), 51 L. R. A. 779, to exist in the case of a derrick with a guy rope stretched across a highway so low as to be dangerous to travelers, where the landowner permitted it to remain after he had knowledge of it, though it was erected by a licensee.

A bill in equity to restrain an action at law on a judgment is upheld in *Dowell v. Goodwin* (R. I.), 51 L. R. A. 873, where the judgment had been obtained by the fraud of an officer charged with the service of the writ, who falsely returned that he had served it; and an action at law against the officer is held not to constitute an adequate remedy at law.

The rule in Virginia is otherwise. See *Preston v. Kindrick*, 3 Va. Law Reg. 768, and note.

GUARANTY—NOTICE OF ACCEPTANCE.—Notice of the acceptance of a guaranty is held, in *German Sav. Bank v. Drake Roofing Co.* (Iowa), 51 L. R. A. 758, necessary to bind the guarantor, where the guaranty is made to secure advances by a bank to another person, on checks, drafts, and overdrafts to a limited amount, within a specified period, although there is an express waiver of demand, notice, and protest in collecting such obligations.

MASTER AND SERVANT—MEDICAL ATTENTION TO INJURED EMPLOYEE—AUTHORITY OF FOREMAN.—The general doctrine that a master is not required to furnish medical aid to a servant, as shown by a note in 28 L. R. A. 546, is recognized in *Godshaw v. J. N. Struck & Bro.*, 51 L. R. A. 668, which holds that a foreman in charge of the carpenter work on a building has no implied authority to engage a physician for an injured employee.

CHURCH TRIBUNALS—INTERFERENCE BY COURTS.—The rule generally adopted by the courts, as shown by the note in 42 L. R. A. 235, against interference with church tribunals on ecclesiastical matters, is held, in *Hatfield v. De Long* (Ind.), 51 L. R. A. 751, not to prevent an injunction against proceedings for the expulsion of a member by a church tribunal which has not been organized in conformity with the constitution of the church.

BILLS AND NOTES—ALTERATION.—The addition by the payee, after delivery of a note to him of the name of another person as co-maker, is held in *Brown v. Johnson* (Ala.), 51 L. R. A. 403, to constitute such an alteration of the instrument as will relieve the maker.

The authorities on the subject of alteration by the addition of new promisors, are collected in 2 Am. & Eng. Enc. Law (2d. ed.), 232, 234.

SALES—WARRANTIES—WRITTEN CONTRACT—DECEIT.—Plaintiffs sold defendant a cash register by written contract, in which there were no warranties. In an action for the price, defendant offered testimony of false representations as to the quality of the machine, which the lower court excluded as tending to contradict the written contract. On appeal it was *Held*, that such evidence was admissible—*Hallwood Cash Register Co. v. Millard* (Mich.), 86 N. W. 833.